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Attorneys for Microsoft Corporation

**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK**

In re

DELPHI CORPORATION, et al.

Debtors.

Chapter 11

Case No. 05-44481 (RDD)
Jointly Administered

CURE CLAIM OF MICROSOFT

COME NOW Microsoft Corporation, a Washington corporation, and its wholly-owned subsidiary Microsoft Licensing, GP (collectively "Microsoft"), and hereby make their Cure Claim as follows:

1. Microsoft and Delphi Automotive Systems LLC ("Debtor") are parties to the following:

<u>Item</u>	<u>Number</u>
Microsoft Business Agreement	U2985619
Microsoft Enterprise Agreement	01E62067
Microsoft Enrollment Agreement	2813189
Microsoft Enrollment Agreement	5635919

These agreements are referred to herein collectively as the "Enterprise Agreement" or the "EA". The EA is the contractual vehicle by which the Debtor obtained Microsoft

software licenses in volume. These agreements are not the licenses themselves, but rather the agreements by which the Debtor applied for and obtained licenses in volume quantities.

2. The Cure Claim of Microsoft for the EA was set forth in Microsoft's Proof of Claim, dated July 28, 2006, filed on July 31, 2006, under Delphi Claim Number 13452. A true and complete copy of the Proof of Claim is attached as Exhibit A.

3. As reported in the Proof of Claim, the cure amount is \$3,005,830.42.

4. Debtors do not "own" the Microsoft licensed products and software obtained via the EA. Rather, the products and software are copyrighted materials that Debtors have licensed from Microsoft.

5. The licenses that Debtors have of Microsoft software products are licenses of copyrighted materials and, therefore, may not be assumed or assigned without Microsoft's consent. In re Catapult Entertainment, 165 F.3d 747 (9th Cir. 1999) (since federal patent law excused non-debtor licensor from rendering performance, debtor could not assume or assign the non-exclusive patent license without the non-debtor's licensor's consent). The analysis of the court in In re Catapult holds true for non-exclusive copyright licenses. See In re Access Beyond Technologies, Inc., 237 B.R. 32, 48 49 (Bankr. D. Del. 1999) (citing In re West Elec., Inc., 852 F.2d 79 (3d Cir. 1988)); In re Patient Educ. Media, 210 B.R. 237, 243 (Bankr. S.D.N.Y. 1997) (holding that debtor could not assume and assign nonexclusive license without copyright owner's consent).

6. WHEREFORE, Microsoft states that cure of \$3,005,830.42 is due for the EA, that the underlying licenses cannot be assumed and assigned without Microsoft's consent, and that it reserves the right to amend this Cure Objection.

DATED this 25th day of March, 2008.

RIDDELL WILLIAMS P.S.

By: 

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Counsel for Microsoft Corporation

DECLARATION OF SERVICE

Sheila Rowden declares:

1. I am an employee of Riddell Williams P.S. which represents Microsoft Corporation and Microsoft Licensing, GP. I am a United States citizen, over the age of 18, competent to make this Declaration, and have personal knowledge of the facts herein.

2. On Tuesday, March 25, 2008, I electronically filed via the U.S. Bankruptcy Court's CM/ECF System the foregoing pleading:

- Cure Claim of Microsoft.

It is my understanding that at the time of filing this document on the ECF System, the Court will automatically send electronic notification to each of the individuals and/or entities (that are ECF participants) who appeared and/or requested special notice in this case.

3. On Tuesday, March 25, 2008, I also caused to be served via Federal Express overnight delivery a copy of this same pleading on:

To the Debtors:

Delphi Corporation
5725 Delphi Drive
Troy, MI 48098
Attn: David M. Sherbin
General Counsel

with a copy to:

Skadden, Arps, Slate, Meagher &
Flom LLP
333 West Wacker Drive, Suite 2100
Chicago, IL 60606
Attn: John Wm. Butler, Jr.
George N. Panagakis
Ron E. Meisler

and a copy to:

Skadden, Arps, Slate, Meagher &
Flom LLP
Four Times Square
New York, NY 10036
Attn: Kayalyn A. Marafioti
Thomas J. Matz

To the Plan Investors:

A-D Acquisition Holdings, LLC
c/o Appaloosa Management L.P.
26 Main Street
Chatham, NJ 07920
Attn: James E. Bolin

with a copy to:

White & Case LLP
Wachovia Financial Center
200 South Biscayne Blvd., Suite 4900
Miami, FL 33131-2352
Attn: Thomas E. Lauria
Michael C. Shepherd

and a copy to:

White & Case LLP
1155 Avenue of the Americas
New York, NY 10036-2787
Attn: Gerard H. Uzzi
Glenn M. Kurtz
Douglas P. Baumstein

To the Creditors' Committee:

Latham & Watkins LLP
885 Third Avenue, Suite 1000
New York, NY 10022-4834
Attn: Robert J. Rosenberg
Mitchell A. Seider
Mark A. Broude

To the Equity Committee:

Fried, Frank, Harris, Shriver &
Jacobson LLP
One Yew York Plaza
New York, NY 10004
Attn: Brad E. Scheler
Vivek Milwani
Bonnie K. Steingart

To GM:

Weil, Gotschal & Manges LLP
767 Fifth Avenue
New York, NY 10153
Attn: Jeffrey L. Tanenbaum
Michael P. Kessler
Robert J. Lemons

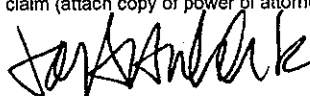
I declare under penalty of perjury under the laws of the United States that the foregoing is true and correct.

EXECUTED this 25th day of March, 2008.



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Form B10 (Official Form 10) (10/05)

UNITED STATES BANKRUPTCY COURT		SOUTHERN DISTRICT OF NEW YORK	PROOF OF CLAIM
Name of Debtor Delphi Automotive Systems LLC		Case Number 05-44640	
NOTE: This form should not be used to make a claim for an administrative expense arising after the commencement of the case. A request for payment of an administrative expense may be filed pursuant to 11 U.S.C. § 503.			
Name of Creditor (The person or other entity to whom the Debtor owes money or property): Microsoft Corporation and Microsoft Licensing, GP		<input type="checkbox"/> Check box if you are aware that anyone else has filed a proof of claim relating to your claim. Attach copy of statement giving particulars. <input type="checkbox"/> Check box if you have never received any notices from the bankruptcy court in this case. <input type="checkbox"/> Check box if the address differs from the address on the envelope sent to you by the court.	
Name and Address where notices should be sent: c/o Joseph E. Shickich, Jr. Riddell Williams P.S. 1001 4th Ave Ste 4500 Seattle WA 98154-1192		THIS SPACE IS FOR COURT USE ONLY	
Telephone number: (206) 624-3600			
Last four digits of account or other number by which creditor identifies debtor:		Check here <input type="checkbox"/> replaces a previously filed claim, dated: <input type="checkbox"/> amends	
1. Basis for Claim <input type="checkbox"/> Goods sold <input type="checkbox"/> Services performed <input type="checkbox"/> Money loaned <input type="checkbox"/> Personal injury/wrongful death <input type="checkbox"/> Taxes <input checked="" type="checkbox"/> Other <u>Licensing Agreement</u> <input type="checkbox"/> Retiree benefits as defined in 11 U.S.C. § 1114(a) <input type="checkbox"/> Wages, salaries, and compensation (fill out below) Last four digits of your SS#: _____ Unpaid compensation for services performed from _____ (date) to _____ (date)			
2. Date debt was incurred: 2004-2005		3. If court judgment, date obtained:	
4. Classification of Claim. Check the appropriate box or boxes that best describe your claim and state the amount of the claim at the time case filed. See reverse side for important explanations.			
Unsecured Nonpriority Claim \$ 3,005,830.42 <input checked="" type="checkbox"/> Check this box if: a) there is no collateral or lien securing your claim, or b) your claim exceeds the value of the property securing it, or if c) none or only part of your claim is entitled to priority.		Secured Claim <input type="checkbox"/> Check this box if your claim is secured by collateral (including a right of setoff). Brief Description of Collateral: <input type="checkbox"/> Real Estate <input type="checkbox"/> Motor Vehicle <input type="checkbox"/> Other _____ Value of Collateral: \$ _____ Amount of arrearage and other charges at time case filed included in secured claim, if any: \$ _____	
Unsecured Priority Claim <input type="checkbox"/> Check this box if you have an unsecured claim, all or part of which is entitled to priority. Amount entitled to priority \$ _____ Specify the priority of the claim: <input type="checkbox"/> Domestic support obligations under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B). <input type="checkbox"/> Wages, salaries, or commissions (up to \$10,000)* earned within 180 days before filing of the bankruptcy petition or cessation of the debtor's business, whichever is earlier – 11 U.S.C. § 507(a)(4). <input type="checkbox"/> Contributions to an employee benefit plan – 11 U.S.C. § 507(a)(5).		<input type="checkbox"/> Up to \$2,225* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use – 11 U.S.C. § 507(a)(7). <input type="checkbox"/> Taxes or penalties owed to governmental units – 11 U.S.C. § 507(a)(8). <input type="checkbox"/> Other – Specify applicable paragraph of 11 U.S.C. § 507(a)(____). * Amounts are subject to adjustment on 4/1/07 and every 3 years thereafter with respect to cases commenced on or after the date of adjustment.	
5. Total Amount of Claim at Time Case Filed: \$ 3,005,830.42 (unsecured) (secured) (priority) (Total)		\$3,005,830.42 (Total)	
<input type="checkbox"/> Check this box if claim includes interest or other charges in addition to the principal amount of the claim. Attach itemized statement of all interest or additional charges.			
6. Credits: The amount of all payments on this claim has been credited and deducted for the purpose of making this proof of claim.		THIS SPACE IS FOR COURT USE ONLY	
7. Supporting Documents: Attach copies of supporting documents, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, court judgments, mortgages, security agreements, and evidence of perfection of lien. DO NOT SEND ORIGINAL DOCUMENTS. If the documents are not available, explain. If the documents are voluminous, attach a summary.			
8. Date-Stamped Copy: To receive an acknowledgment of the filing of your claim, enclose a stamped, self-addressed envelope and copy of this proof of claim.			
Date July 28, 2006	Sign and print the name and title, if any, of the creditor or other person authorized to file this claim (attach copy of power of attorney, if any):  Microsoft Corporation and Microsoft Licensing, GP by its attorney, Joseph E. Shickich, Jr. of Riddell Williams P.S.		

Penalty for presenting fraudulent claim: Fine of up to \$500,000 or imprisonment for up to 5 years, or both. 18 U.S.C. §§ 152 and 3571.

Exhibit A

In re Delphi Automotive Systems LLC
U.S. Bankruptcy Court (SD NY - Manhattan) Case No. 05-44640
Proof of Claim (Continued)

The claimants are Microsoft Corporation and Microsoft Licensing, GP (collectively, "Microsoft"). Delphi Automotive Systems LLC ("Debtor") and Microsoft Licensing, GP, are parties to the following:

Item	Number
Microsoft Business Agreement	U2985619
Microsoft Enterprise Agreement	01E62067
Microsoft Enrollment Number	2813189

These agreements are referred to herein collectively as the "Enrollment Agreement" or the "EA". The EA is the contractual vehicle by which the Debtor obtained Microsoft software licenses in volume. It is not the licenses themselves, but rather the agreement by which the Debtor applied for and obtained licenses in volume quantities. As of the date of this proof of claim, the Debtor has neither assumed nor rejected the EA. Accordingly, Microsoft files this proof of claim contingently in case the Debtor rejects and does not assume the EA.

The prepetition amounts currently unpaid and due total \$3,005,830.42:

Billing Document	Amount
9750793883	\$165.00
9750796033	\$228.00
9653619496	\$2,667,657.22
9653899671	\$337,780.20
	\$3,005,830.42

Attached hereto is a copy of page 7250 from Schedule G for the Debtor. It shows the Debtor has listed the EA as one of the Debtor's executory contracts. Also attached is an email from Mark Volpp of the Debtor, dated February 13, 2006, in which the Debtor calculates that the prepetition amount due under the EA is \$3,343,217.62. Microsoft reserves the right to amend this proof of claim, especially if the Debtor rejects the EA and does not assume. Microsoft presumes that the Debtor has a copy of the EA, but will provide one upon request.

In re: DELPHI AUTOMOTIVE SYSTEMS LLC Debtor, Case No. 05-44640 Entity #39

SCHEDULE G - EXECUTORY CONTRACTS AND UNEXPIRED LEASES

NAME AND MAILING ADDRESS, INCLUDING ZIP CODE, OF OTHER PARTIES TO LEASE OR CONTRACT	DESCRIPTION OF CONTRACT OR LEASE AND NATURE OF DEBTOR'S INTEREST. STATE WHETHER LEASE IS FOR NONRESIDENTIAL REAL PROPERTY. STATE CONTRACT NUMBER OF ANY GOVERNMENT CONTRACT.
1549418 - 10177298 MICROSEMI CORP 2529 COMMERCE DR STE E KOKOMO IN 46902	Type of Contract: PURCHASE CONTRACTS/ PURCHASE ORDERS Number: 550064730 Effective Date: 12/18/2004 Term: 12/31/2005
1549418 - 10177299 MICROSEMI CORP 2529 COMMERCE DR STE E KOKOMO IN 46902	Type of Contract: PURCHASE CONTRACTS/ PURCHASE ORDERS Number: 550064731 Effective Date: 12/18/2004 Term: 12/31/2005
1549418 - 10177300 MICROSEMI CORP 2529 COMMERCE DR STE E KOKOMO IN 46902	Type of Contract: PURCHASE CONTRACTS/ PURCHASE ORDERS Number: 550064732 Effective Date: 12/18/2004 Term: 12/31/2005
1549418 - 10181700 MICROSEMI CORP 2529 COMMERCE DR STE E KOKOMO IN 46902	Type of Contract: PURCHASE CONTRACTS/ PURCHASE ORDERS Number: 550077380 Effective Date: 01/01/2005 Term: 12/31/2005
1554934 - 10086302 MICROSOFT (01E62067) Attn PATTY DILGER 1 MICROSOFT WAY REDMOND WA 98052-8300	Type of Contract: IT SERVICES Number: MSPTSPEA002 Effective Date: 09/01/2003 Term: 8/31/2006
1233006 - 10134163 MICROSTAR LABORATORIES INC 2265 116TH AVE NE BELLEVUE WA 980043039	Type of Contract: PURCHASE CONTRACTS/ PURCHASE ORDERS Number: 450163937 Effective Date: 10/03/2005 Term: 12/31/2006
1233008 - 10122557 MICROSYS TECHNOLOGIES INC 3710 NASHUA DR UNIT 1 MISSISSAUGA ON L4V 1M5 CANADA	Type of Contract: PURCHASE CONTRACTS/ PURCHASE ORDERS Number: 450127968 Effective Date: 08/06/2005 Term: 12/31/2005
1233023 - 10114312 MICROWAY SYSTEMS INC 7000 N LAWNDALE AVE LINCOLNWOOD IL 60712	Type of Contract: PURCHASE CONTRACTS/ PURCHASE ORDERS Number: 450093561 Effective Date: 02/24/2005
1233027 - 10175439 MID AMERICA PLASTICS 4221 JAMES P COLE BLVD FLINT MI 48505	Type of Contract: PURCHASE CONTRACTS/ PURCHASE ORDERS Number: 550061084 Effective Date: 10/15/2004 Term: 1/1/2007
1233030 - 10185820 MID AMERICA SEAL & GASKET INC 4221 JAMES P COLE BLVD FLINT MI 48505	Type of Contract: PURCHASE CONTRACTS/ PURCHASE ORDERS Number: P4360064 Effective Date: 01/01/2005 Term: 12/31/2005
1233030 - 10185821 MID AMERICA SEAL & GASKET INC 4221 JAMES P COLE BLVD FLINT MI 48505	Type of Contract: PURCHASE CONTRACTS/ PURCHASE ORDERS Number: P4360065 Effective Date: 01/01/2005 Term: 12/31/2005

From: Volpp, Mark [mailto:mark.volpp@delphi.com]
Sent: Monday, February 13, 2006 2:54 PM
To: Steven Sokol; Fred Cook
Cc: Raffoul, Raphael
Subject:

Steve and Fred,

Here is the information on the 4 open invoices we currently have. Sorry for the delay, I've reviewed my analysis internally with my managers and also with a consulting firm that has been assisting Delphi in Chapter 11 issues.

Raphael Raffoul is the Finance Contact to replace Karen Carlson's name with. Raphael will be processing the invoices with the Pre/Position split outlined below.

Invoices 1 and 2 (Office and Plant Floor True-Up):

We are in our Year 2 True-Up (Additional licenses deployed from 09/01/04 – 08/31/05). The start date is 3/1/05 because the Year 2 pricing is based ½ year of Software Assurance plus 1 year 9/1/05 through 8/31/06 (when the EA expires) for a total of 18 months.

Invoices 3 and 4 (Annual payments for EA-Office and Plant floor):

This is the annual payment for year 3 of the EA for Software Assurance. (9/1/05 through 8/31/06).

1) Office PC True-up			
	Pre-Petition	Post-Petition	Total
Start Date	3/1/2005	10/8/2005	3/1/2005
End Date	10/7/2005	8/31/2006	8/31/2006
Number of Days	221	328	549
Core CAL	\$614,333.79	\$911,771.41	\$1,526,105.20
Office	\$1,252,362.08	\$1,858,709.32	\$3,111,071.40
XP	\$444,681.16	\$659,979.28	\$1,104,660.44
Total	\$2,311,377.02	\$3,430,460.02	\$5,741,837.04

2) Plant Floor True-up			
	Pre-Petition	Post-Petition	Total
Start Date	3/1/2005	10/8/2005	3/1/2005
End Date	10/7/2005	8/31/2006	8/31/2006
Number of Days	221	328	549
Percentage	40.26%	59.74%	100.00%
Server CAL	\$57,286.68	\$85,022.76	\$142,309.44
XP	\$278,520.87	\$413,370.33	\$691,891.20

Total	\$335,807.54	\$498,393.10	\$834,200.64
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3) EA Annual Payment (Office PC's)			
	Pre-Petition	Post-Petition	Total
Start Date	9/1/2005	10/8/2005	9/1/2005
End Date	10/7/2005	8/31/2006	8/31/2006
Number of Days	37	328	365
Percentage	10.14%	89.86%	100.00%
Payment 1 (01/31/06)	\$337,780.20	\$2,994,375.80	\$3,332,156.00
Payment 1 (05/31/06)	\$337,780.20	\$2,994,375.80	\$3,332,156.00
Total	\$675,560.39	\$5,988,751.61	\$6,664,312.00

4) EA Annual Payment (Plant Floor)			
	Pre-Petition	Post-Petition	Total
Start Date	9/1/2005	10/8/2005	9/1/2005
End Date	10/7/2005	8/31/2006	8/31/2006
Number of Days	37	328	365
Percentage	10.14%	89.86%	100.00%
Payment (01/31/06)	\$20,472.66	\$181,487.34	\$201,960.00

Total	\$3,343,217.62	\$10,099,092.06	\$13,442,309.68
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